

CONTRACT DOCUMENT INSTRUMENTS

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ADVERTISEMENT FOR CONSTRUCTION BIDS

_____ Owner

_____ Address

Separate sealed Bids for construction of (briefly describe Project)

will be received by _____

at the office of _____,

until _____ o'clock _____ on the _____ day of _____,

where and at which time they will be publicly opened and read aloud.

The scope of Work consists of furnishing and installing the following approximate quantities:

Each Bid must be accompanied by a separate envelope containing a Bidder's Bond in a sum equal to five percent of the full amount of the Bid, executed by the Bidder as principal and by a surety, conditioned that if the principal's Bid is accepted and the Contract awarded to the principal, the principal, within ten (10) days after notice of award, shall execute a Contract in accordance with terms of the Bid and a Contractor's Bond as required by law and the regulations and determinations of _____.

(Owner)

The Bidder must be licensed for the full amount of the Bid. No Bid may be read or considered if it does not fully comply with these requirements; any deficient Bid submitted shall be resealed and returned to the Bidder immediately.

Bidders on this Work will be required to comply with Executive Orders No. 11246, as amended, 11458, 11518, and 11625. The requirements for Bidders and Contractors under these orders are explained in the Specifications.

Plans and Specifications are on file at _____
_____, North Dakota,
where they may be seen and examined between the hours of _____ A.M. and _____ P.M.,
_____, _____
(Days of the week or date available) (Name of Engineer)
of _____
(Address of Engineer)

will furnish to any prospective Bidder a copy of such Plans and Specifications upon receipt of a deposit of \$_____ for each set of documents obtained, \$_____ refundable to each presenting a bona fide Bid and returning the documents so obtained within ten (10) days after the date specified for receipt of Bids.

The construction of the _____
must be completed not later than _____.

All Bids will be made on the basis of cash payment for such Work. After Bid opening the Owner will return the Bid security of all except the three lowest responsible Bidders. When the Contract is awarded, the remaining unsuccessful Bidder's Bond will be returned. The Owner reserves the right to reject any or all Bids or portions thereof, and further reserves the right to award the Contract in the best interests of the Owner. The Owner reserves the right to hold the three low Bids for a period of sixty-one (61) days after the date of the Bid opening to complete financial arrangements.

Dated this _____ day of _____.

/s/ _____

(SEAL)

INSERT

RUS Bulletin 1780-26
Exhibit E

Instructions to Bidders

NORTH DAKOTA
SUPPLEMENTAL
INSTRUCTIONS TO BIDDERS

The provisions of the North Dakota Supplemental Instructions to Bidders as described herein change, amend, or supplement the Instructions to Bidders and shall supersede any conflicting provisions of this Contract. All provisions of the Instructions to Bidders which are not changed, amended, or supplemented, remain in full force.

1. Any references to "Agency" will mean Rural Utilities Service, Agency of the USDA, Rural Development mission area.
2. Any reference to "General Conditions" means Standard General Conditions of the Construction Contract (Funding Agency Edition) EJCDC No. C-710 (2002 Edition).
3. Any reference to "Engineer" in these Contract Documents is intended to mean "Applicant/Consulting Engineer", as applicable.
4. Article 5 – Pre-Bid Conference
 - a. Section 5.01: The pre-Bid conference will only be held if requested by the Owner and/or Engineer.
5. Bidders must satisfy themselves by personal examination of the location of the proposed Work, and the Plans and Specifications, of the accuracy of the estimate of the quantities of the Work to be done, and shall not at any time after the submission of a Bid, dispute such estimate nor assert that there was a misunderstanding in regard to the nature or amount of Work to be done.
6. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

7. No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same Work, unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.
8. Article 8 – Bid Security
 - a. Section 8.01: Each Bid must be accompanied by a Bidder's Bond in a separate Envelope in an amount equal to five percent (5%) of the Bid. Such Bonds shall be in compliance with Section 48-01.1-03 of the North Dakota Century Code as amended and the corporate Surety issuing such Bonds will be listed in the current Department of Treasury Circular 570 as amended. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three (3) lowest responsible Bidders. When the Contract is awarded, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bond of the successful Bidder will be retained until the Agreement, Performance Bond and Payment Bond have been executed and approved, after which it will be returned. Signatures of all parties will be notarized.
9. Article 15 – Submittal of Bid
 - a. Section 15.01: All Bids must be placed in a sealed envelope upon the outside of which there is disclosed the following information. Not including all of the following documents with the Bid will make the Bid non-responsive.
 1. Work covered by the Bid.
 2. Name of person, firm or corporation submitting the Bid and the address and license number.
 3. A Bidder's Bond with notarized signatures within a separate envelope attached to the Bid envelope.
 4. A copy of a valid Contractor's license at the time of bidding or Certificate of Renewal thereof issued shall be enclosed in the required Bidder's Bond envelope.
 5. Acknowledgment of receipt of addenda.

6. RD 400-6, Compliance Statement
 7. AD 1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
 8. Exhibit A-1, Certification for Contracts, Grants and Loans, of RD Instruction 1940-Q, Lobbying Restrictions.
10. Article 11 - Substitute and "Or-Equal" Items
- a. Section 11.01: No item of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by the Bidder and has been received by the Engineer at least _____ (____) days prior to the date for receipt of Bids.
11. Proposals which are incomplete, unbalanced, conditioned or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or which do not comply with the Instructions for Bidders may be rejected at the option of the Owner.
- Proposals may be issued for Projects in combination (mechanical, electrical and construction) and/or separately, so that Bids may be submitted either on the combinations or on separate units of the combinations. The Owner reserves the right to make awards on combination Bids, separate Bids or any portion of a bid to the best advantage of the Owner.
12. Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the proposal and on the outside of the Bid envelope.
13. The successful Bidder shall file with the Owner prior to award of the Contract(s) a current statement of income tax clearance from the North Dakota Tax Department in accordance with Section 43-07-11.1 North Dakota Century Code as amended and a current Certificate of Worker's Compensation Insurance.
14. Before the award of the Contract, any Bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability and pecuniary resources to fulfill the conditions of the said Contract.

15. The party to whom the Contract is awarded will be required to execute the Agreement and Performance and Payment Bonds within ten (10) calendar days from the date when the written "Notice of Award" of the Contract is mailed to the Bidder at the address given by him. If any Bidder to whom a Contract is awarded fails or refuses to enter into such Agreement when requested to do so, the Bond accompanying his Bid shall be retained by the Owner as liquidated damages for such failure. The Bond shall be delivered to the Owner and shall be credited by him to the fund from which the consideration for such Work is payable. The sufficiency of any Bond filed by a Bidder shall be determined by the governing body at the time it considers the Bids.
16. The Owner reserves the right to reject any and all Bids or portions thereof or accept any Bid or portion thereof. If financed, USDA Rural Development will require approval by its representatives of all Contracts, attachments, and similar documents, all partial and final payments estimates, and all change orders. Contract proposals shall hold firm for sixty-one (61) days to allow the Owner to complete its financing arrangements. Mutually agreed upon extensions of time may be made, if necessary.
17. The Construction Agreement and the detailed Specifications contain the provisions required for the construction of the Project. No information obtained from any officer, agent, or employee of the Owner on any such matters shall in any way effect the risk or obligation assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract, except to the extent provided in Paragraph 6.
18. Computation of quantities that will be the basis for payment estimates, both monthly and final, will be made by the Engineer.
19. The Owner upon receipt of an acceptable Performance Bond, Payment Bond and Agreement signed by the successful Bidder to whom the Contract was awarded shall sign the Agreement and return to such successful Bidder executed duplicates of the Agreement after concurrence by USDA Rural Development. Should the Owner not return the executed Agreement within ten (10) days after concurrence by all parties, the Bidder may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
20. Article 12 – Subcontractors, Suppliers, and Others
 - a. Section 12.04: The Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractor(s) without prior written approval of the Owner and concurrence by USDA Rural Development.

21. The Notice to Proceed shall be issued within thirty (30) days of the execution of the Agreement by all parties. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual Agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.
22. Article 13 – Preparation of Bid
 - a. Section 13.01: The Bid Form included as pages 9 through 11 of ND RUS Bulletin 1780-5 or RUS Bulletin 1780-26 Exhibit F may be used.

Owner: _____

BY: _____

Title: _____

o 0 o

Bidder's Proposal

Place: _____

Date: _____

1. In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned _____ hereby proposes to furnish and do everything required by the Contract Documents to which this refers for the construction of all items listed at the prices shown for each Bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the Bidder will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct). The receipt of Addenda _____ through _____ is hereby acknowledged.
2. Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project _____. Bidder further agrees to pay as liquidated damages the sum of \$_____ for each consecutive calendar day thereafter as provided in the General Conditions.
3. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract Documents including but not limited to the Information for Bidders, the Construction Agreement, the Detailed Specifications, and the Plans pertaining to the Work to be done, all of which have been examined by the undersigned.
4. Accompanying this proposal is a Bidder's Bond payable to the Owner in the amount of five percent (5%) of this Bid, in accordance with the Information for Bidders.
5. The undersigned Bidder agrees to execute the Agreement and Performance and Payment Bonds each in the amount of one hundred percent (100%) of the total of this Bid within ten (10) calendar days from the date when the written notice of the award of the Contract is delivered to him at the address given on this proposal. The name and address of the corporate Surety with which the Bidder proposes to furnish the specified Performance and Payment Bonds is as follows: _____

INSERT

Bid Schedule

6. The undersigned Bidder agrees to abide by the requirements of Executive Order No. 11246 as amended. The Bidder shall complete Form RD 400-6, Compliance Statement, as a bidding requirement and execute the Equal Opportunity Clause as part of the Contract.
7. Form AD 1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, and Exhibit A-1, Certification for Contracts, Grants and Loans, of RD Instruction 1940-Q, Lobbying Certification, shall be submitted with the Bid. Not including these forms with the Bid will make the Bid non-responsive.
8. All various phases of Work enumerated in the Detailed Specifications and Drawings with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
9. Payment for Work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract.

Firm Name: _____

Address: _____

By: _____ Title: _____

(SEAL)

Attest:

(Corporate Secretary)

oOo

INSERT

Form RD 400-6

Compliance Statement

RD Instruction 1940-Q
Exhibit A-1

Certifications for Contracts, Grants and Loans
(Restrictions on Lobbying)

Form AD-1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower
Tier Covered Transactions

INSERT

RUS Bulletin 1780-13, Attachment 7

Notice of Award

INSERT

Standard Form of Agreement Between Owner and Contractor
on the Basis of a Stipulated Price
EJCDC C-521
(Funding Agency Edition 2002)

INSERT

Standard General Conditions
of the
Construction Contract
EJCDC C-710
(Funding Agency Edition 2002)

INSERT

RUS Bulletin 1780-26
Exhibit G

Supplementary Conditions

NORTH DAKOTA
SUPPLEMENTARY CONDITIONS

NORTH DAKOTA SUPPLEMENTARY CONDITIONS WILL BE ATTACHED TO AND
MADE A PART OF THE CONTRACT DOCUMENTS

The provisions of the North Dakota Supplementary Conditions as described herein change, amend, or supplement the Standard General Conditions of the Construction Contract and the Supplementary Conditions and shall supersede any conflicting provisions of this Contract. All provisions of the Standard General Conditions of the Construction Contract and Supplementary Conditions which are not changed, amended, or supplemented, remain in full force.

1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246): Separate Goals and Timetables for Women and Minorities have been established and are available from the United States Department of Agriculture (USDA). Executive Order 11246 is also available upon request from USDA.
2. DAVIS-BACON: Davis-Bacon wage rates are not required on USDA Rural Development funded water and/or waste projects. But when USDA Rural Development is involved in a project with Economic Development Administration (EDA), Appalachian Regional Commission (ARC), or other Federal/State Agency funds, the Davis-Bacon wage rate language must be included in the Supplementary Conditions.
3. The Owner reserves the right to negotiate with the lowest responsive Bidder in the event that the low Bid exceeds the amount budgeted for this Contract. Such negotiations, if the Owner elects to negotiate rather than reject all proposals, shall be directly between the Owner and such Bidder. The Owner and such Bidder shall review the Contract Documents, and the Owner may provide such additional information as it deems appropriate to provide. The Bidder may elect not to submit a revised Bid, and the Owner may reject any such revised Bid. Such revised Bid, if any, shall be submitted within thirty (30) days from the date of the initial Bid opening.

4. EQUAL OPPORTUNITY CLAUSE:

- a. The Contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA Rural Development setting forth the provisions of this equal opportunity clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of Workers with which he has a collective bargaining Agreement or other Contract of Understanding, a notice, to be provided by the USDA Rural Development, advising the said labor union or Workers' representative of the Contractor's commitments under this Agreement as required pursuant to Section 202 (3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of such Executive Order and all relevant rules, regulations, and orders of the Secretary of Labor and any prior authority which remains in effect.
- e. The Contractor will furnish all information and reports required by such Executive Order, and rules, regulations, and orders issued pursuant thereto, and will permit access to his books, records, and accounts by USDA Rural Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the equal opportunity clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or Federally assisted construction Contracts in accordance with procedures authorized in such Executive Order and such other sanctions may be imposed and remedies invoked as provided in such Executive Order or by such rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order, unless exempted by such rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each such Subcontractor or vendor. The Contractor will take such action as the USDA Rural Development may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the USDA Rural Development, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
 - h. It is the policy of the USDA Rural Development to promote the utilization of minority owned businesses, including A & E firms, Contractors, Subcontractors and suppliers on USDA Rural Development assisted Projects.
 - i. Each Contractor shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, or age and which specifies goals and target dates to assure the implementation of that plan. The Owner shall establish procedures to assure compliance with this requirement by Contractors and to assure that suspected or reported violations are promptly investigated.
5. If this Contract exceeds \$10,000, the Contractor is subject to the provisions of the equal opportunity requirements set forth below and the Contractor shall submit with his Bid a completed and executed Form RD 400-6, Compliance Statement, a copy of which is included in the Contract Documents; further, if the Contractor has one hundred (100) or more employees, he shall file Standard Form 100, Employer Information Report, with the Joint Reporting Committee, P.O. Box 12, Springfield, Virginia 22150, within thirty (30) days after the Contract award and annually on or before March 31 thereafter during the life of the Contract. If the Contract exceeds \$50,000 and the Contractor has fifty (50) or more employees, he will develop and place on file within one hundred twenty (120) days of the Contract award a written affirmative action compliance program using Form AD-425B, Contractor's Affirmative Action Plan for Equal Employment Opportunity, as a guideline.

6. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
7. DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS: In the event of an Archaeological find during any phase of construction, the following procedure will be followed:
 - a. Construction shall be halted, with as little disruption to the Archaeological site as possible.
 - b. The Contractor shall notify the Owner who shall contact the State Historic Preservation Officer.
 - c. The State Historic Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
 - d. The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting Archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an Archaeological find.

In the event archeological/historical data are evaluated to meet National Register criteria, USDA Rural Development will notify the State Historic Preservation Officer/Advisory Council on Historic Preservation and ask them to comment.

8. SGC-5.01: PERFORMANCE, PAYMENT AND OTHER BONDS: **EJCDC Forms C610 and C615 will not be used.** The Contractor shall within ten (10) days after the mailing of the Notice of Award and before the commencement of any operations hereunder execute the Contract and furnish the Owner with performance and payment Bonds each in a penal sum equal to the amount of the Contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by this Contract. The Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of North Dakota, acceptable to the Owner, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Treasury Circular 570 as

amended by the Financial Management Service, Surety Bond Branch, U. S. Department of the Treasury. The expense of the Bonds shall be borne by the Contractor. If at any time a Surety on the Bonds becomes irresponsible or loses its right to do business in the State of North Dakota, the Owner may require another Surety which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The forms of the Bonds shall be subject to approval by the Owner.

9. All claims, counter-claims, disputes and other matters in question between Owner and the Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction.
 - a. The arbitration provisions of this section may be initiated by either party to this Contract by filing with the other party and the Engineer a written request for arbitration.
 - b. Each party to this Contract will appoint one arbitrator; the two arbitrators will select a third arbitrator.
 - c. The arbitrators will select a hearing location as close to the Owner's locale as possible.
 - d. The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.
10. SC-6.06.H: SUBCONTRACTORS, SUPPLIERS AND OTHERS: The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner and concurrence by USDA Rural Development.
11. SC-5.04.C.1: WORKER'S COMPENSATION: Worker's compensation through Workforce Safety and Insurance will be in accordance with North Dakota laws or minimum statutory requirements.
12. SC-1/01.A.10: CONTRACT CHANGE ORDERS: Form 1924-7, Contract Change Order, or similar form approved by USDA Rural Development shall be used when making changes to the Contract Documents.

13. SC-1.01.A.4.: PARTIAL PAYMENT ESTIMATES: Form RD 1942-18, Partial Payment Estimate, or similar form approved by USDA Rural Development shall be used when estimating periodic payments due the Contractor.
- a. The time periods for the payment cycle established in 14.02 A, B and C of the General Conditions will be discussed and agreed to at the Preconstruction Conference prior to the start of construction.
 - b. The Owner may, after consultation with the Engineer, withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
 1. Defective Work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of Contractor to make payments properly to Subcontractors or suppliers.
 4. A reasonable doubt that the Work can be completed for the balance then unpaid.
 5. Damage to another Contractor.
 6. Performance of Work in violation of the terms of the Contract Documents.
 - c. Where Work on unit price items is substantially complete but lacks clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.
 - d. When the above grounds are cured, payment shall be made for amounts withheld because of them.
 - e. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the Contractor.

- f. Payment of the Contract price shall be made only on warrants (checks) drawn on the Construction Account of the _____.
The Owner assumes and incurs no general liability for any payment thereunder.
14. RETAINAGE: Retainage for all projects must meet the requirements as set out in Section 40-22-37 of North Dakota Century Code as amended.
15. PROTECTION OF LIVES AND PROPERTY: In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA); "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc.; any State Safety and Health Agency requirements; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment or Work under the Contract.
16. OCCUPATIONAL SAFETY AND HEALTH: This Contract is subject to the provisions of the following:
- a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
 - b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
 - c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

17. RIGHT OF OCCUPANCY: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the Work, if such use be approved by the Engineer even if the time for completing the entire Work on such portions of the Work has not expired and even if the Work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the Work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing Work not covered by its Contract with the Contractor.

18. **PROJECT SIGNS:** The Contractor shall erect signs as directed on the Project at locations specified by the Engineer, when construction begins, in general accordance with the following:
- a. The signs shall be constructed of 3/4 inch exterior plywood (A-B Grade), or other approved materials, painted with blue letters on white background, and maintained in good condition until completion of the Project. The outside dimensions of the sign shall be 4'0" vertical by 8'0" horizontal and be supported by and bolted to two (2) 4"x4" posts with the bottom of the sign at a point about four (4) feet above the ground line.
 - b. The signs shall be completed as per the following website: www.usda.gov/rus/water/ees/englib/contract.htm , then scroll down to Temporary Construction Sign Layout.
 - c. The Cost of these signs is incidental to the Contract Price. These signs shall remain the property of the Owner.

oOo

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we (1) _____
_____ of (2) _____
_____, a (3) _____, hereinafter
called Principal, and (4) _____, of (5)
_____,
hereinafter called Surety, are held and firmly bound unto the (6) _____
_____, hereinafter called Owner, of (7) _____,
in the total aggregate penal sum of _____
_____ Dollars (\$ _____) in lawful money of the United States to be
paid in (8) _____ County, North Dakota, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain Contract with (9) _____ which is
dated the _____ day of _____, _____, a copy of which is hereto attached
and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal and all Subcontractors shall well, truly and
faithfully perform their duties and all the undertakings, covenants, terms, conditions, and
Agreements of said Contract during the original term thereof, and any extensions thereof which
may be granted by the Owner, with or without notice to the Surety and during the one (1) year
guaranty period and if the Principal shall satisfy all claims and demands incurred under such
Contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the Principal and Surety hereunder to the
Government shall be subject to the same limitations and defenses as may be available to them
against a claim hereunder by the Owner, provided however, that the Government may, at its
option, perform any obligations of the Owner required by the Contract.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the Contract or to Work to be
performed thereunder or the Specifications accompanying same shall in any way affect its
obligation on this Bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the Contract or to the Work or to the Specifications.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

NOTICE TO CORPORATE SURETIES: This Bond will not be accepted unless executed by an attorney-in-fact whose name and address must be noted in the space hereinafter provided.

Full Name of Surety Company _____
Home Office Address _____
Name of Attorney-in-Fact _____
Name of Local Agency _____
Address of Local Agency _____

A copy of the Power of Attorney of the Attorney-in-Fact showing that it remains in force as of the date of the Bond must be attached to the Bond.

NOTE: Date of Bond must not be prior to the date of Contract.

- (1) Correct Name of Contractor
- (2) Address of Contractor
- (3) A Corporation, a Partnership or an Individual as case may be
- (4) Correct Name of Surety
- (5) Address of Surety
- (6) Correct Name of Owner
- (7) Address of Owner
- (8) County
- (9) Owner
- (10) If Contractor is Partnership, all partners should execute Bond
- (11) Name of Contractor - a separate Notary may be used for each party to the Bond
- (12) Name of Surety - a separate Notary may be used for each party to the Bond

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we (1) _____
_____ of (2) _____, a (3) _____
_____, hereinafter called Principal, and (4) _____
of (5) _____, hereinafter called Surety, are held and firmly bound
unto the (6) _____
of (7) _____, hereinafter called Owner, and unto all persons, firms
and corporations who or which may furnish labor or who may furnish materials to perform as
described under the Contract and to their successors and assigns in the total aggregate penal sum
of _____ Dollars (\$ _____) in
lawful money of the United States to be paid in (8) _____ County, North Dakota, for the
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain Contract with (9) _____ which is dated
the _____ day of _____, a copy of which is hereto attached
and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal and all Subcontractors shall promptly make
payment to all persons, firms, and corporations furnishing materials for or performing labor in the
prosecution of the Work provided for in such Contract, and any authorized extensions or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such Work, and for all labor cost incurred in such Work including that by a
Subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by
operation of State or Federal law; then this obligation shall be void, otherwise to remain in full
force and effect.

PROVIDED, that bills and claims to be paid must include the requirement that interest at
a rate not to exceed 1.75% per month be paid on bills and claims not paid within ninety (90) days
with interest accruing thirty (30) days from the date payment was due.

PROVIDED, that the Principal has made, or will make, prior to the commencement of any work by the Principal or any subcontractor under the Contract, full and true report to the Workforce Safety and Insurance of the payroll expenditures for the employees to be engaged in the work, and that the Principal has paid, or will pay, the premium thereon prior to the commencement of work.

PROVIDED, FURTHER, that it is expressly agreed that this Bond will not be released until all taxes are paid in full by Contractor and Surety.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms, and corporations having a direct Contract with the Principal or its Subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct Contract with the Principal shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepared, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer; (b) After the expiration of one (1) year following the date of which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NOTICE TO CORPORATE SURETIES: This Bond will not be accepted unless executed by an attorney-in-fact whose name and address must be noted in the space hereinafter provided.

Full Name of Surety Company _____
Home Office Address _____
Name of Attorney-in-Fact _____
Name of Local Agency _____
Address of Local Agency _____

A copy of the Power of Attorney of the Attorney-in-Fact showing that it remains in force as of the date of the Bond must be attached to the Bond.

NOTE:

- Date of Bond must not be prior to the date of Contract
- (1) Correct Name of Contractor
- (2) Address of Contractor
- (3) A Corporation, a Partnership or an Individual as case may be
- (4) Correct Name of Surety
- (5) Address of Surety
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- (8) County
- (9) Owner
- (10) If Contractor is Partnership, all partners should execute Bond
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- (12) Name of Surety - a separate Notary may be used for each party to the Bond

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CERTIFICATE OF INSURANCE

Name and Address of Agency	COMPANIES AFFORDING COVERAGES Company Letter A
Name and Address of Insured	Company Letter B Company Letter C
Name and Address of Certificate Holder	Company Letter D Company Letter E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS IN THOUSANDS	
GENERAL LIABILITY				General Aggregate	\$
<input type="checkbox"/> Commercial General Liability				Products-Comp/Op AGG.	\$
<input type="checkbox"/> Claims Made <input type="checkbox"/> occur				Personal & Adv. Injury	\$
<input type="checkbox"/> Owner's & Contractor's Prot.				Each Occurrence	\$
<input type="checkbox"/> _____				Fire Damage (Any one fire)	\$
				Med.Exp. (any one person)	\$
AUTOMOBILE LIABILITY				Combined Single Limit	\$
<input type="checkbox"/> Any Auto				Bodily Injury (Per Person)	\$
<input type="checkbox"/> All Owned Autos				Bodily Injury (Per Accident)	\$
<input type="checkbox"/> Scheduled Autos				Property Damage	\$
<input type="checkbox"/> Hired Autos					
<input type="checkbox"/> Non-Owned Autos					
<input type="checkbox"/> Garage Liability					
EXCESS LIABILITY				Each Occurrence	\$
<input type="checkbox"/> Umbrella Form				Aggregate	\$
<input type="checkbox"/> Other Than Umbrella Form					
OTHER				List Additional Insureds Under Commercial General	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a written notice 30 days prior to cancellation date to the above named certificate holder.					

DATE ISSUED: _____

AUTHORIZED REPRESENTATIVE

INSERT

Power of Attorney

Liability Insurance

(See Article 5, Section 5.04 and 5.05 of the Standard General Conditions of the Construction Contract, EJCDC C-710 (Funding Agency Edition 2002))

Current Workers Compensation Certificate of Premium Paid
(Workforce Safety and Insurance)

Contractor's Certificate of North Dakota Income and Sales Tax Clearance

INSERT

RUS Instruction 1780-A
RUS Bulletin 1780-13, Attachment 8

Notice to Proceed

ENGINEER'S CERTIFICATION FOR CONTRACT DOCUMENTS

Modifications to the EJCDC documents may be necessary and all modifications to these documents are made by either **BOLD fonts** for add items and strikethrough (Strikethrough) font for items to be deleted.

I hereby certify that _____ has only
(Company Name)

made changes to the EJCDC and the attached USDA RUS documents by fill in the blank and deleted the items allowed in the documents as either/or, and by bold fonts or strikethrough fonts only.

FIRM NAME: _____ DATE: _____
BY: _____
PRINT NAME: _____

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